BILL NO. S-85-04-12

SPECIAL ORDINANCE NO. S-57-85

AN ORDINANCE approving the Contract for Curb and Sidewalk Res. #6007-84, Phase I-B, Southwood Park, by and between the City of Fort Wayne and Dailey Asphalt Products Co., Inc., in connection with the Board of Public Works and Safety.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the Contract for Curb and Sidewalk Res. #6007-84, Phase I-B, by and between the City of Fort Wayne and Dailey Asphalt Products Co., Inc., in connection with the Board of Public Works and Safety, for:

the construction of curbs and partial drive approaches and yard walks in Southwood Park Neighborhood as follows:

INDIANA AVENUE: (A) From Maxine to Petit Avenue "On the East Side of Street";
INDIANA AVENUE: (B) From Pembroke to Petit Avenue "On the West Side of Street";
PEMBROKE LANE: From Indiana Avenue to Drury Lane;

involving a total cost of Eighty-Six Thousand Nine Hundred Forty-Six and 80/100 Dollars ($86,946.80), (NOTE: To be financed through Revolving Barrett Law Fund), all as more particularly set forth in said Contract, and which is on file with the Office of the Board of Public Works and Safety, and is by reference incorporated herein, made a part hereof and is hereby in all things ratified, confirmed and approved.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

Samuel J. Talarico
Councilmember

APPROVED AS TO FORM
AND LEGALITY

Bruce O. Boxberger, City Attorney

FOX RIVER BOND
25% COTTON

Read the first time in full and on motion by Talarico, seconded by Stier, and duly adopted, read the second time by title and referred to the Committee Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock ____.M.,E.S

DATE: 4-9-85

Madelyn Eckert
~~SANDRA E. KENNEDY~~, CITY CLERK
Chief Deputy

Read the third time in full and on motion by Talarico, seconded by Stier, and duly adopted, placed on its passage. PASSED (~~LOST~~) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	9				
BRADBURY	✓				
BURNS	✓				
EISBART	✓				
GiaQUINTA	✓				
HENRY	✓				
REDD	✓				
SCHMIDT	✓				
STIER	✓				
TALARICO	✓				

DATE: 4-23-85

Madelyn Eckert
~~SANDRA E. KENNEDY~~, CITY CLERK
Chief Deputy

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (~~ANNEXATION~~) (~~APPROPRIATION~~) (~~GENERAL~~) (SPECIAL) (~~ZONING MAP~~) ORDINANCE (~~RESOLUTION~~) NO. S-57-85

on the 23rd day of April, 19 85,

ATTEST:

Madelyn Eckert
~~SANDRA E. KENNEDY~~, CITY CLERK
Chief Deputy

(SEAL)

Mark E. GiaQuinta
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 24th day of April, 19 85,

at the hour of 11:30 o'clock A.M.,E.S.T.

Madelyn Eckert
~~SANDRA E. KENNEDY~~, CITY CLERK
Chief Deputy

Approved and signed by me this 25th day of April, 19 85, at the hour of 9:00 o'clock A.M.,E.S.T.

Win Moses Jr.
WIN MOSES, JR., MAYOR

INVITATION FOR BIDS/AWARD OF CONTRACT*

(Non-Federally Assisted Construction)

PROJECT: SOUTHWOOD PARK - PHASE I-B RESOLUTION # 6007-84

CONTENTS

SUCCESSFUL BID

Check if contained	Pages	
X	1	Cover Sheet
X	I1 - I9	Instruction to Bidders
X	S1	Schedule
		Schedule of Items
X	GP1 - GP7	General Provisions
X		Special Conditions
X		Plans and Specifications
X		Drawings
X		Improvement Resolution

ATTACHMENTS

X		Non-Collusion Affidavit
X		Bidder's Bond
X		Performance Bond
X		Sworn Experience Questionnaire
X		Plan and Equipment Questionnaire
X		Contractor Financial Statement 96-A
X		Certificate in Lieu of Financial Statement
X		Prevailing Wage Scale - State of Indiana
		Payment Bond
		Warranty Bond
X		Barricade Information

Discount for prompt payment	10 Calendar Days	20 Calendar Days	30 Calendar Days	Other
	____ %	____ %	____ %	____ %

Acknowledgement of Amendments (See General Provisions Clause)	Amendment No.	Date	Amendment No.	Date
	1	2-20-85		

* * * * * * * * *

BID SUMITTED

Contractor DAILEY ASPHALT PRODUCTS CO., INC.

By [signature] G. W. FISHERING, JR.

Its VICE PRES.

Offer Date 2-20-85

Bidder agrees to keep bid open for acceptance for _____ (90 days unless otherwise specified)

Compliance: Chuck Bailey

ACCEPTANCE OF BID/AWARD OF CONTRACT

City of Fort Wayne Board of Public Works and Safety

[signature]

[signature]

City of Fort Wayne Mayor [signature]

Award Date 3-13-85.

O.C. 12/84
B.O.W.. Non-Fed. *Note: Award will be made on this form

Construction Date 4-3-85

Form 1990

1/23/85

Improvement Resolution

FOR CURB AND SIDEWALK

No. 6007-84

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve By constructing curbs and partial drive approaches and yard walks in Southwood Park Neighborhood

PHASE I - B

INDIANA AVENUE (A) From Maxine Drive to Pettit Avenue "On the East Side of Street"

INDIANA AVENUE (B) From Pembroke Lane to Pettit Avenue "On the West Side of Street"

PEMBROKE LANE : From Indiana Avenue to Drury Lane

(NOTE: To be financed through Revolving Barrett Law Fund)

all in accordance with the profile, details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

The cost of said improvement shall be assessed 50% upon the real estate abutting on said Improvements as above described and 50% upon the City of Fort Wayne, Indiana, if the said city is benefited by said improvement, all according to the method and manner provided for in an Act of the General Assembly of the State of Indiana, entitled, "An Act Concerning Municipal Corporations," approved March 6, 1905, and the provisions of all Acts amendatory thereto and supplemental thereof.

Assessments, if deferred, are to be paid in ten equal installments, with interest at the rate ~~of five per cent~~ prevailing per annum. A bond or bonds shall be issued to the contractor in payment of such work, unless the property owners pay said assessments before said bond or bonds are issued. Under no circumstances shall the City of Fort Wayne be or be held responsible for any sum or sums due from said property owner or owners for said work, or for the collection of the same, or for the payment of any bond, bonds, certificate or certificates, issued to said contractor in payment for such work, except for such moneys as shall have been actually received by the City from the assessments for such improvement, or such moneys as said City is by said above entitled act required to pay. All proceedings had and work done in the making of said improvement, assessment of property, collection of assessments and issuance of bonds therefor, shall be as provided for in said above entitled act and all amendments thereto and supplements thereof.

Adopted, this 23rd *day of* January, 1985

BOARD OF PUBLIC WORKS: David J. Kiest, Laurence D. Consalvo

ATTEST: Helen D. Gochenour
Secretary & Clerk

CALHOUN PRESS

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that

DAILEY ASPHALT PRODUCTS CO., INC.

(Name of Contractor)

1122 THOMAS ROAD, FORT WAYNE, INDIANA 46804

(Address of Contractor)

a CORPORATION (Corporation, Partnership, or Individual) hereinafter called

Principal, and ST. PAUL FIRE AND MARINE INSURANCE COMPANY

(Name of Surety)

385 WASHINGTON STREET, ST. PAUL, MINNESOTA 55102

(Address of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held firmly bound unto the City of Fort Wayne,Indiana, an Indiana Municipal Corporation in the penal sum of EIGHTY-SIX THOUSAND, NINE HUNDRED AND FORTY SIX DOLLARS AND EIGHTY CENTS dollars ($ 86,946.80) for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by those present.

The condition of the foregoing obligation is such that:

WHEREAS, the Principal entered into certain contract with the City, dated the 3rd day of April, 1985, for construction of:

RESOLUTION NO. 6007-84

SOUTHWOOD PARK PHASE I-B

Indiana Ave. (a) From Maxine Dr. to Pettit Ave. on the east side of street.
Indiana Ave. (b) From Pembroke Ln. to Pettit Ave. on the west side of street.

Pembroke Lane: From Indiana Avenue to Drury Lane
(To be financed through Revolving Barrett Law Fund)

all according to the "General and Detailed Specifications" as supplemented, and "Special Conditions" which together will be referred to as the Standard Specifications; and according to Fort Wayne Street Engineering Department Drawing No. Southwood Pk. I-B Sheet No. 1 thru 6 . The Indiana State Highway Standard Specifications dated 1978 shall govern where the above specifications do not cover a specific term, and

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alternation, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the City and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety and during the three years guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed in three (number) counterparts, each one of which shall be deemed an original, this _____ day of _____, 19____.

ATTEST:

Lorraine D. Cooper/dw
(Principal) Secretary

[SEAL]

_____
(Witness as to Principal)

_____
(Address)

_____

DAILEY ASPHALT PRODUCTS CO., INC.
(Principal)

BY: [signature] [S]

11.22 Thomas Road
(Address)

Fort Wayne, Indiana 46804

_____
Surety

ATTEST:

_____
(Surety) Secretary

[SEAL]

Yaste, Zent & Rye Agency, Inc
Witness as to Surety

P.O. box 1367
(Address)

Fort Wayne, INdiana 46801

St Paul Fire and Marine Insurance Co.

By [signature]
Attorney-in-Fact

P.O. box 1367
(Address)

Fort Wayne, Indiana 46801

NOTE: Date of Bond must not be prior to date of Contract.
If Contractor is Partnership, all partners should execute bond.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

DAILEY ASPHALT PRODUCTS CO. INC.

(Name of Contractor)

1122 THOMAS ROAD, FORT WAYNE, INDIANA 46804

(Address of Contractor)

a CORPORATION, hereinafter called Principal,
(Corporation, Partnership or Individual)

and ST. PAUL FIRE AND MARINE INSURANCE COMPANY

(Name of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held and firmly bound unto the City of Fort Wayne, and Indiana Municipal Corporation in the penal sum of EIGHTY-SIX THOUSAND, NINE HUNDRED AND FORTY SIX DOLLARS AND EIGHTY CENTS Dollars ($ 86,946.80) for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these present.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the 3rd day of April 1985, for the construction of:
RESOLUTION NO. 6007-84
SOUTHWOOD PARK PHASE I-B:
Indiana Ave. (a) From Maxine Dr. to Pettit Ave. on the east side of street.
Indiana Ave. (b) From Pembroke Ln. to Pettit Ave. on the west side of street.
Pembroke Lane: From Indiana Avenue to Drury Lane
(To be financed through Revolving Barrett Law Fund)

all according to the "General and Detailed Specifications" as supplemented, and "Special Conditions" which together will be referred to as the Standard Specifications; and according to Fort Wayne Street Engineering Department Drawing No. Southwood Pk,I-B Sheet No. 1 thru 6. The Indiana State Highway Standard Specifications dated 1978 shall govern where the above specifications do not cover a specific term.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed Three (number) counterparts, each one of which shall be deemed an original, this _____ day of _____, 19____.

ATTEST:

Lorraine J. Caspers
(Principal) Secretary

(SEAL)

DAILEY ASPHALT PRODUCTS CO. INC.
Principal

By _____ (S)
1122 Thomas Road
Fort Wayne, Indiana 46804
(Address)

_____
Witness as to Principal

_____
(Address)

_____

St. Paul Fire and Marine Insurance Company
Surety

ATTEST:

By _____
Attorney-in-Fact

_____
(Surety) Secretary

(SEAL)

Yoste, Zent & Rye Agency, Inc.
Witness as to Surety

P.O. Box 1367
(Address)

Fort Wayne, Indiana 46801

Post Office Box 1367
(Address)

Fort Wayne, IN 46801

NOTE: Date of Bond must not be prior to Date of Contract.
If Contractor is Partnership, all partners should execute bond.

St. Paul Property & Liability Insurance

385 Washington Street, St. Paul, Minnesota 55102

CERTIFICATE OF AUTHORITY NO. 835331

For verification of the authenticity of this Power of Attorney, you may telephone toll free 800-328-2189 and ask for the Power of Attorney Clerk. Please refer to the Certificate of Authority No. and the named individual(s).

GENERAL POWER OF ATTORNEY - CERTIFIED COPY

(Original on File at Home Office of Company. See Certification.)

KNOW ALL MEN BY THESE PRESENTS: That **St. Paul Fire and Marine Insurance Company**, a corporation organized and existing under the laws of the State of Minnesota, having its principal office in the City of St. Paul, Minnesota, does hereby constitute and appoint:

Gerald A. Dahle, Donald T. Belbutowski, John J. Pikel,
individually, Ft. Wayne, Indiana

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise,

NOT TO EXCEED IN PENALTY THE SUM OF TEN MILLION
($10,000,000) EACH

and the execution of all such instrument(s) in pursuance of these presents, shall be as binding upon said **St. Paul Fire and Marine Insurance Company**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be certified to and may be revoked, pursuant to and by authority of Article V,-Section 6(C), of the By-Laws adopted by the Board of Directors of **ST. PAUL FIRE AND MARINE INSURANCE COMPANY** at a meeting called and held on the 23rd day of January, 1970, of which the following is a true transcript of said Section 6(C):

"The President or any Vice President, Assistant Vice President, Secretary or Resident Secretary shall have power and authority

(1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and

(2) To appoint special Attorneys-in-fact, who are hereby authorized to certify to copies of any power-of-attorney issued in pursuance of this section and/or any of the By-Laws of the Company, and

(3) To remove, at any time, any such Attorney-in-fact or Special Attorney-in-fact and revoke the authority given him."

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 6th day of May, 1959, of which the following is a true excerpt:

"Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

ST. PAUL FIRE & MARINE INSURANCE CO.

IN TESTIMONY WHEREOF, **St. Paul Fire and Marine Insurance Company** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 1st day of March, A.D. 1984.

ST. PAUL FIRE AND MARINE INSURANCE COMPANY

STATE OF MINNESOTA } ss.
County of Ramsey

Vice President

On this 11th day of January, 19 85, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said that he/she is the therein described and authorized officer of **St. Paul Fire and Marine Insurance Company**; that the seal affixed to said instrument is the Corporate Seal of Said Company; that the said Corporate Seal and his/her signature were duly affixed by order of the Board of Directors of said Company.

NOTARIAL SEAL RAMSEY COUNTY, MINN.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the city of St. Paul, Minnesota, the day and year first above written.

Mary Clancy

MARY C. CLANCY, Notary Public, Ramsey County, MN
My Commission Expires November 1, 1990

CERTIFICATION

I, the undersigned officer of **St. Paul Fire and Marine Insurance Company**, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the **ORIGNALS ON FILE IN THE HOME OFFICE OF SAID COMPANY**, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

ST. PAUL FIRE & MARINE INSURANCE CO.

IN TESTIMONY WHEREOF, I have hereunto set my hand this

_____ day of _____, 19 ____

Jerome H. Holden

Secretary

Only a certified copy of Power of Attorney bearing the Certificate of Authority No. printed in red on the upper right corner is binding. Photocopies, carbon copies or other reproductions of this document are invalid and not binding upon the Company.

ANY INSTRUMENT ISSUED IN EXCESS OF THE PENALTY AMOUNT STATED ABOVE IS TOTALLY VOID AND WITHOUT ANY VALIDITY.

29550 Rev. 3-84 Printed in U.S.A

ITEMIZED PROPOSAL

RES. NO. 6007-84

Note: Contractor will be paid on measured quantities only at unit price bid.

Name of Contractor: DAILEY ASPHALT PRODUCTS CO., INC.

Project Name: SOUTHWOOD PARK CURBS (PHASE I - B)

ITEM NO.	ITEM	QUANTITY	UNIT	UNIT COST $	UNIT COST ¢	AMOUNT $	AMOUNT ¢
1	Curb Removal	5,298	L.F.	2	00	10,596	00
2	New Curb Type II-B	5,298	L.F.	8	40	44,503	20
3	Concrete Removal	1,000	S.Y.	4	90	4,900	00
4	Standard (4") Sidewalk	1,710	S.F.	1	55	2,650	50
5	Curbface Walk & Wingwalk (6") (Including Ramps)	1,450	S.F.	1	85	2,682	50
6	Concrete Drive (6")	638	S.Y.	17	50	11,165	00
7	Topsoil	362	TON	5	00	1,810	00
8	Seeding, Mulch & Fertilizer	2,888	S.Y.	0	35	1,010	80
9	Asphalt (Sealing Curbs)	266	TON	1	80	478	80
10	Inlet Type I-C	3	EA.	550	00	1,650	00
11	C.B. Type I-C	4	EA.	1250	00	5,000	00
12	Castings Adjust & Set To Grade	2	EA.	50	00	100	00
13	Curb Box Casting (Type C)	1	EA.	200	00	200	00
14	Concrete 8" Alley	10	S.Y.	20	00	200	00
						86,946	80
	Sub Total						
	Engineering & Inspection 10%						
	Total Estimated Cost						

Note:

Minority Business Enterprise (MBE) is a business of which at least 51% is owned and controlled by minority group members. ("Minority" means Black, Hispanic, American Indian, Asian, Pacific Islander, and Alaskan Native). The minority owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the minority owners must be real, substantiated and documented.

Women Business Enterprise (WBE) is a business of which at least 51% is owned and controlled by women. The women owners must excercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the women owners must be real, substantiated and documented.

The contract for which this proposal/bid is prepared is governed by the MBE/WBE Ordinance. This form must be completed in order to be responsive to this IFB/RFP. If the participation goal of 7% for MBE and 2% for WBE are not met or exceeded in your bid or proposal, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated in determining whether the bidder/offeror is responsible.

A list of possible MBE/WBE contractors/suppliers are on file in the Compliance Office, Room 800, City-County Building, for Contractor review.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO THE MBE/WBE GOALS OF THE CITY FOR WORK DONE PURSUANT TO THIS CONTRACT:

A. ____ The undersigned firm certifies that it is an MBE/WBE Contractor (cross out inapplicable provision).

For MBE specify percentage of minority ownership _____%.

For WBE specify percentage of women ownership _____%.

B. _____ The undersigned certifies that they are a joint venture in which the following (MBE/WBE) firm _____ (cross out inapplicable provision) is a joint venture partner.

The MBE/WBE firm (cross out inapplicable provision) shall have 2 % participation (employees) _____% participation (costs) in this project.

Specify the percentage of minority/women ownership in the MBE/WBE firm _____%. (cross out inapplicable provision)

C. The undersigned commits 7 % of the total bid price as a subcontract to minority business enterprise participation. The MBE firms which are proposed as subcontractors are the following:

Name of Firm	Address	Type of Work
1. Metropolitan		Seeding - Storm Drainage
2.		
3.		

D. The undersigned commits 3 % of the total bid price as a subcontract to women business enterprise participation. The WBE firms which are proposed as subcontractors are the following:

Name of Firm	Address	Type of Work
1. State Wide Trucking		Hauling
2.		
3.		

E. Complete (1) and (2) below if participation goals of 7% MBE and 2% WBE have not been met.

1. My Company cannot meet the participation goals for the following reasons:_____
_____
_____
_____

2. We have taken the following steps in an attempt to comply with these participation goals:_____
_____
_____
(attach additional sheets as necessary)

Contractor DAILEY ASPHALT PRODUCTS CO., INC. Contractor _____

By _____ By _____

G. W. FISHERING, JR.

Its VICE PRES. Its _____

CERTIFICATE IN LIEU OF FINANCIAL STATEMENT

I, G. W. FISHERING, JR. (name), the Vice Pres (position) of DAILEY ASPHALT PRODUCTS CO., INC. (company)

hereby certify:

(1) That the Financial Statement of said company, dated the 31 day of July, 1984, now on file in the office of the Board of Public Works of the City of Fort Wayne, Indiana, which Financial Statement is by reference incorporated herein and made a part hereof, is a true and correct statement and accurately reflects the financial condition of said company as of the date hereof;

(2) That I am familiar with the books of said company showing its financial condition and am authorized to make this certificate on its behalf.

Dated: 2-20-85

(signature)
G. W. FISHERING, JR.

SUBSCRIBED AND SWORN TO before me, a Notary Public, in and for said County and State, this 20 day of Feb, 19 85.

DAVID M. NEWELL

My commission expires:

4-20-86

NON-COLLUSION AFFIDAVIT

The Bidder, by its officers and G. W. FISHERING, JR.

agents or representatives present at the time of filing this bid, being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder, or with any public officer of such City of Fort Wayne, Indiana, whereby such affiant or affiants or either of them, has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give such bidder or public officer anything of value whatever, or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder of bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached bids, that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the said bid or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this bid.

G. W. FISHERING, JR.

DAILEY ASPHALT PRODUCTS CO., INC.

Subscribed and sworn to before me by G. W. FISHERING, JR.
this 20 day of Feb, 1985.

My Commission Expires:

4-20-86

Notary Public
Resident of Wells County, IN

Subscribed and sworn to before me by _____
this _____ day of _____, 19____.

My Commission Expires:

_____

Notary Public
Resident of _____ County, IN

Subscribed and sworn to before me by _____
this _____ day of _____, 19____.

My Commission Expires:

_____

Notary Public
Resident of _____ County, IN

Contract No.

SCHEDULE
Board of Public Works and Safety

The contractor agrees to furnish at his/her/its own cost all labor, insurance, materials, equipment, and power for the complete performance of the following project:

SOUTHWOOD PARK - PHASE I-B

Indiana Ave. (a) From Maxine Dr. to Pettit Ave. on the east side of street.

Indiana Ave. (b) From Pembroke Ln. to Pettit Ave. on the west side of street.

Pembroke Lane: From Indiana Ave. to Drury Lane (Revolving Barrett Law Funds)

All work will be performed in accordance with: Resolution #6007-84 the IFB, this contract and the applicable plans, specifications, and drawings for a **TOTAL PRICE of $ --------**. (If unit prices are applicable, the contractor agrees to perform for those unit prices as set forth in the Schedule of Unit Prices attached hereto).

The work shall be commenced within ten (10) days after The Board issues a written notice to proceed. All work shall be completed ~~within~~ by 7/5/85 days after issuance of the notice to proceed. Those days which the contractor cannot work because of severely inclement weather shall not be counted.

[X] **Liquidated Damages Provision.** (This clause shall be applicable to this contract only if the box contains a checkmark or an "X".) It is hereby agreed by and between the City of Fort Wayne and Contractor that time is of the essence of this agreement and the contractor agrees that it will complete the project as herein defined on or before 7/5/85 days after issuance of the notice to proceed. The parties agree that it is a business and governmental necessity that the project be completed by this date, that it will be difficult or impossible to make an accurate determination of the damages that would be incurred by the City of Fort Wayne, and therefore provide for liquidated damages in the sum of $ 250 per day for each and every day after (7/5/85) days after issuance of the notice to proceed that the project remains uncompleted. The parties agree that the sum of $ 250 per day is a reasonable estimate as to the damages which would be incurred by the City of Fort Wayne. The parties further agree that causes beyond the control of the contractor may delay the completion date. Therefore, the parties agree that delays in the completion date beyond the control of the contractor shall not result in liquidated damages.

Delays beyond the control of the contractor can include but are not necessarily limited to, the following: Acts of God, strikes, lockouts or industrial disturbances, acts of public enemies, restraining orders of any kind by the government of the United States of America or of the State of Indiana or any of their departments, agencies, or officials, or any civil or military authority, insurrections, riots, landslides, earthquakes, fires, incapacitating storms, floods, and explosions.

14. Minority/Female Hourly Employment Requirements. The City's policy is to encourage a greater utilization of minority and/or female employees in City construction projects. The Board has, therefore, adopted a minimum goal of 17% of the total work hours on each project to be expended by minority and/or female employees. ("Minority" shall include: Blacks, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native.)

The bidder shall state in "A" below the percentage of total work hours which the bidder and his subcontractors will employ and utilize women and minority employees on this project. If a contract is awarded as a result of this bid, the percentage figure set forth in "A" shall become contractually binding on the bidder. The successful bidder will also be required to prepare reports for the City demonstrating compliance with this percentage and will allow city officials access to his records, facilities and work site and to those of his subcontractors to determine compliance.

The bidder must fill in the required blanks in this clause in order to be responsive to this IFB. If the bidder does not meet or exceed the hourly utilization goal of 17% minority/female participation, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated to determine whether the bidder is responsible.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO MINORITY/FEMALE HOURLY UTILIZATION.

A. The undersigned firm certifies that it will employ and utilize minorities and females and/or will ensure that its subcontractors employ and utilize minorities and females so that minorities and females will work at least 17% of the total hours worked on this project.

B. Complete (1) and (2) below if the hourly utilization figure set forth in "A" is less than 17%.

1. My Company and its subcontractors cannot meet the 17% minimum hourly utilization figure for the following reasons: _____
_____
_____
_____.

David M Arnold

DAILEY ASPHALT PRODUCTS CO., INC.

Admn. Appr. _____

TITLE OF ORDINANCE Curb & Sidewalk Res. 6007-84 I-B, Southwood Park

DEPARTMENT REQUESTING ORDINANCE Board of Public Works & Safety I-85-04-12

SYNOPSIS OF ORDINANCE The Contract for Curb and Sidewalk Resolution 6007-84, Phase I-B, Southwood Park is for the construction of curbs and partial drive approaches and yard walks in Southwood Park Neighborhood as follows:

INDIANA AVENUE (A) From Maxine Drive to Pettit Avenue "On the East Side of Street"

INDIANA AVENUE (B) From Pembroke Lane to Pettit Avenue "On the West Side of Street"

PEMBROKE LANE: From Indiana Avenue to Drury Lane

NOTE: To be financed through Revolving Barrett Law Fund.

Dailey Asphalt Products Co., Inc., is the contractor.

EFFECT OF PASSAGE Improvement of Southwood Park Neighborhood.

EFFECT OF NON-PASSAGE _____

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) $86,946.80

ASSIGNED TO COMMITTEE _____

BILL NO. S-85-04-12

REPORT OF THE COMMITTEE ON PUBLIC WORKS

WE, YOUR COMMITTEE ON PUBLIC WORKS TO WHOM WAS REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving the Contract for Curb and Sidewalk Res. #6007-84, Phase I-B, Southwood Park, by and between the City of Fort Wayne and Dailey Asphalt Products Co., Inc., in connection with the Board of Public Works and Safety

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION AND REC

LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE) (~~RESOLUTION~~)

YES ✓		NO
Samuel J. Talarico	SAMUEL J. TALARICO CHAIRMAN	
Charles B. Redd	CHARLES B. REDD VICE CHAIRMAN	
	PAUL M. BURNS	
	DONALD J. SCHMIDT	
Thomas C. Henry	THOMAS C. HENRY	

CONCURRED IN 4-23-85.

SANDRA E. KENNEDY
CITY CLERK